



STATE OF ARKANSAS  
EXTENDED AWARD  
Term Contract

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Vendor No. 100001745  
Contact BELL TODD  
Your reference SP-05-0299

PRINTING PAPERS INC  
11605 OTTER CREEK SOUTH BLVD  
MABELVALE AR 72103

Contract No. 4600008110  
Date 04/19/2005

Contact Beth Mullins  
Telephone 501-324-9315  
Fax 501-324-9311

Our ref. ST  
Incoterms FOB  
DESTINATION

Send Invoice To:

Ordering agency/entity per purchase order

Ship To:

Valid from: 05/01/2006  
Valid to: 04/30/2007

Item	Material/Description	Target QtyUM	Unit Price	Amount
0010	10005148 COVER,63-65#,23"X35",WHT,OPAQUE MATTE, Disclaimer: Note: Contract prices current at the beginning of this extension period are shown under each line item as "Valid from 05/01/2006 to 4/30/2007". These current prices are guaranteed ONLY through July 31, 2006, at which time it is possible contractors may request and be granted price increases through the end of the contract on 4/30/2007. Originally item # 62 on IFB. BRAND: LUNA MATTE by Domtar  Valid from: 04/19/2005 To: 04/30/2006 Gross Price 138.94 USD 1 TS  Valid from: 05/01/2006 To: 04/30/2007 Gross Price 143.97 USD 1 TS  *** Text changed ***	0 Thousand	138.94	

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Purchasing Official/Fiscal Officer

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All state contract for Xerographic/Printshop Paper

This contract award is for Section VI (Coated Stock) only, Items 62-69 of original IFB.

Purchase orders for Section VI should be faxed to 501-455-8885, Attn: Bell Todd or mailed to address shown above.  
Phone number: 501-455-5555.

Item	Material/Description	Target QtyUM	Unit Price	Amount
0010	10005148 COVER,63-65#,23"X35",WHT,OPAQUE MATTE, Originally item # 62 on IFB. BRAND: LUNA MATTE by Domtar	0 Thousand	138.94	
Valid from: 04/19/2005 To: 04/30/2006				
	Gross Price	138.94 USD	1 TS	
Valid from: 05/01/2006 To: 04/30/2007				
	Gross Price	143.97 USD	1 TS	

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0020	10005149 TEXT,70#,23"X35",WHT,OPAQUE MATTE, Originally Item #63 on IFB. BRAND BID: LUNA MATTE by Domtar.  Valid from: 04/19/2005 To: 04/30/2006 Gross Price 79.68 USD 1 TS  Valid from: 05/01/2006 To: 04/30/2007 Gross Price 82.66 USD 1 TS	0 Thousand	79.68	
0030	10005150 TEXT,70#,19"X25",WHT,OPAQUE MATTE, Originally #64 on IFB. BRAND BID: Luna Matte by Domtar.  Valid from: 04/19/2005 To: 04/30/2006 Gross Price 44.84 USD 1 TS  Valid from: 05/01/2006 To: 04/30/2007 Gross Price 46.59 USD 1 TS	0 Thousand	44.84	
0040	10102961 TEXT,80#,19"X25",WHT,OPAQUE MATTE, Originally #65 on IFB. BRAND BID: Luna Matte by Domtar.  Valid from: 04/19/2005 To: 04/30/2006 Gross Price 53.56 USD 1 TS  Valid from: 05/01/2006 To: 04/30/2007 Gross Price 55.56 USD 1 TS	0 Thousand	53.56	

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0050	10102962 COVER,RECYCLE,GLOSS,WHITE,20"X26",80# Originally #66 on IFB. Brand bid: Luna Gloss by Domtar.  Valid from: 04/19/2005 To: 04/30/2006 Gross Price 110.60 USD 1 TS  Valid from: 05/01/2006 To: 04/30/2007 Gross Price 114.60 USD 1 TS	0 Thousand	110.60	
0060	10005151 TEXT,70#,19"X25",WHITE,GLOSS,RECYCLED Originally #67 on IFB. Brand bid: Luna Gloss by Domtar.  Valid from: 04/19/2005 To: 04/30/2006 Gross Price 43.98 USD 1 TS  Valid from: 05/01/2006 To: 04/30/2007 Gross Price 45.73 USD 1 TS	0 Thousand	43.98	
0070	10102963 TEXT,80#,19"X25",WHITE,GLOSS,RECYCLED Originally #68 on IFB. Brand bid: Luna Gloss by Domtar.  Valid from: 04/19/2005 To: 04/30/2006 Gross Price 53.56 USD 1 TS  Valid from: 05/01/2006 To: 04/30/2007 Gross Price 55.56 USD 1 TS	0 Thousand	53.56	

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Item	Material/Description	Target QtyUM	Unit Price	Amo
0080	10102964 TEXT,80#,28"X40",WHITE,GLOSS,RECYCLED Originally #69 on IFB. Brand bid: Luna Gloss by Domtar.  Valid from: 04/19/2005 To: 04/30/2006 Gross Price 118.02 USD 1 TS  Valid from: 05/01/2006 To: 04/30/2007 Gross Price 122.75 USD 1 TS	0 Thousand	118.02	

STATE PROCUREMENT CONTACT: Beth Mullins, CPPB, phone: 501-324-9315.

### I. SPECIAL TERMS AND CONDITIONS

#### A. SCOPE:

This Invitation for Bid is issued to establish a TERM contract for All State Agencies and Cooperative Purchasing Program participants for xerographic paper and print shop paper. This contract will contain six sections: (1) Xerographic, virgin and recycled (2) Laser, 25% Rag Bond and Label Stock (3) Offsets, white and colors (4) Board Grades, including index, chipboard, cover and text, imitation parchment, vellum bristol, recycled cover and text (5) Carbonless paper, pre-collated sets, carbonless tag and padding compound, and (6) Coated Matte Cover and Text and Coated Gloss Cover and Offset.

Major differences in this year's contract involve a minimum dollar amount per purchase order requirement to avoid a handling charge and with the rising fuel and labor costs of delivery, special conditions to qualify for free normal inside delivery. Delivery locations which do not qualify are subject to a delivery surcharge by the vendor.

Over 250 different State agencies, boards and commissions, and state supported colleges and universities may order copy paper and print shop papers from this contract. The contract is mandatory for State agencies if they can meet the minimum order requirements. This contract requires a vendor to deliver via a state-wide (Arkansas) freight network in order to adequately service this contract. More than half of State agency orders deliver in central Arkansas to the Little Rock area. In addition, this contract is open for orders by Cooperative Purchasing Program participants (school districts, counties, cities, municipalities) on a non-mandatory basis. Thus, the actual usage, particularly of Section I, Xerographic stock, is impossible to predict. The usage figures given in this contract are indicative of State agencies usage which is relatively constant annually.

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The previous contract covered one year and was extended for an additional year spanning from May 1, 2003 through expiration on April 30, 2004. The contract was extended for an additional year expiring April 30, 2005 and again expiring April 30, 2006.

Only Section I, Xerographic/Bond Papers, requires a performance bond from successful bidder before award. Each section will be awarded independently. Some items are to be bid virgin only, some recycled only and many may be bid offering both virgin and recycled stock. If a recycled sheet is approved, a 10% preference will be applied for that item.

A \$500 Minimum per purchase order is required; orders less than \$500 will incur an additional \$50 handling charge. For more info, see "Minimum order" paragraph, page 5. ON SECTION I, MAXIMUM QUANTITY ALLOWED ON A PURCHASE ORDER OF ANY SUB-SECTION (A-E) ITEM IS 880 CARTONS (1 truckload).

State agencies desiring larger quantities must submit purchase request for Office of State Procurement to bid. Cooperative purchasing participants may not exceed the 880 carton limit per purchase order on any sub-section (A-E). In the event of a market wide mill shortage or allocation effecting xerographic paper, orders for State agencies will be given priority. The term of the contract is for one year with an option to extend for an additional period up to the original term of the contract. This contract may be utilized by ALL STATE AGENCIES and Cooperative Purchasing participants only. The University of Arkansas' Printing Services at Fayetteville is excluded.

All items are bid F.O.B. destination. Agencies submit purchase orders direct to the contractor by fax or mail. Telephone orders are prohibited.

### B. AWARDING INSTRUCTIONS:

This Invitation for Bid will be awarded to the lowest responsible, responsive bidder BY INDIVIDUAL SECTION TOTAL. Bidders must bid ALL ITEMS within a section to be considered. Bidders may bid one or all sections, as they choose.

Where bidders are allowed to bid both virgin and recycled stock on an item, a 10% preference will be applied to the approved recycled stocks. The price after application of the preference will be compared to the virgin price and the lower of the two will be considered. For definition of "recycled paper", see page 13 of this Invitation for Bid.

### C. TERM:

The term of this contract is May 1, 2006 through April 30, 2007.

### D. EXTENSION CLAUSE:

Any contract awarded from the offering of these specifications will be subject to extension for a period not to exceed the original term of the contract. Any extension must be mutually agreed upon by the Office of State Procurement and the contractor. The Office of State Procurement will notify the contractor before expiration of the contract if an extension is requested. The price change clause will remain in effect for any agreed upon period of extension.

### E. MINIMUM ORDER REQUIREMENTS:

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Each purchase order to any one contractor must be a minimum \$500 order.(excluding sales tax, if applicable). All items from all sections the contractor holds may be combined on the purchase order to satisfy the \$500.00 minimum order. Purchase orders for amounts under \$500.00 will be subject to a \$50.00 handling charge added to contractor invoice.

### F. SELLING TO COOPERATIVE PURCHASING PROGRAM PARTICIPANTS:

Arkansas Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in state purchasing contracts. The contractor(s) therefore agree(s) to sell to Cooperative Purchasing Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the Invitation for Bid must be equally applied to such participants. Maximum and minimum order allowances will apply to such participants.

### G PAPER PRICE CHANGE CLAUSE:

All prices shall be firm for the first 90 days (3 months) of this contract. In the event a price change is authorized, such prices will remain firm for a period of not less than sixty (60) days.

This contract requires that for Section I, the successful vendor, under separate cover, provide upon request, the Office of State Procurement with dated invoices from the respective mill(s) which show the actual cost of papers being supplied to the state. These invoices will serve as the basis for all price increases or decreases throughout the contract period, and will be kept in the strictest of confidence. Invoices dated after the contract award date must be provided with all paper price increase requests. For all other papers, invoices will be required within ten (10) working days after receipt of written request from the Office of State Procurement. These invoices must reference the State of Arkansas contract and be specific as to the brand and amount of paper shipped and the unit price paid. Price increases, in the form of mill letters will be honored, however, these letters must be addressed to the merchant network and be reflective of an across the board increase to all distributors. Changes which are granted based upon a mill announced increase, must be authenticated by subsequent mill invoices. In those instances where announced mill increases are not evident on invoices, the State will take the necessary action to readjust unit prices and collect any overpayments.

Mill invoices will be reviewed regularly by the Office of State Procurement to determine if price decreases are warranted. The contractor will be notified in writing prior to any cost decrease announcement made by this office.

Mill letters must specify the brand of paper for which an increase is being announced and must relate the increase as a PER HUNDRED WEIGHT, rather than as a flat percentage. This applies to all sections of this contract with the exception of Section V, Carbonless. The vendor must also provide a list by item number of the papers that will be affected by the increase as well as the paper weight per thousand sheets, and the new unit cost. Requested increases will become effective within ten (10) working days after receipt of all required documentation.

### H. SUBSTITUTION OF BRAND:

Any substitutions of brand provided under this contract after award must be approved in writing by the Office of State Procurement prior to delivery. Brand substitutes must be in the same or higher GRADE with same or better brightness level. Any delivery of unauthorized substitutions will be considered contract default.

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Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

### I. SUMMARY REPORTS BY VENDOR:

The contractor for each section is required to provide the Office of State Procurement with a summary report of the activity experienced under this contract each quarter (3 months)

The vendor must submit: (1) copies of each purchase order received under this contract (2) written summary by line item showing total quantity (cartons/ sheets/ bundles, sets, etc.) as well as dollar amount before sales tax. Reports must reflect quantities ordered in each quantity bracket, i.e.

Items 34, 35, 36 (11" x 17" xerographic Paper) cannot be reported as one quantity total- 500 cartons. ORDERS FOR SECTION I must be re-capped separating STATE AGENCIES from COOPERATIVE PURCHASING PARTICIPANT ORDERS (i.e. school districts, cities, counties, municipalities, etc).

Summary reports will be due for each reporting quarter on the following dates:

Aug. 8, 2005/ Nov. 8, 2005/ Feb.13, 2006/ May 9, 2006

### J. SPECIAL PACKAGING/SPECIAL PALLET REQUIREMENTS:

Mill packaged product must include label stating percentage of post-consumer content.

Packaging for reams and cartons shall be of sufficient strength and design to insure delivery to the user in damage free condition. All cartons must be labeled in a manner which clearly indicates carton contents. Some purchase orders may request "special packaging", i.e. wrapped in lots of 250, etc., which results in extra cost. All such additional charges must be approved by ordering agency to be added as a surcharge to vendor's invoice.

Full pallet lots on mill provided pallets of varying sizes are acceptable at the majority of delivery locations as long as the pallet is of standard industry quality and construction.

Two exceptions to this provision are: (1) the Revenue Department (Joel Ledbetter Bldg.) in Little Rock. These orders must be delivered on 40" x 48" pallets (maximum height 51"). Approximately 10 pallets xerographic paper and approximately 6 pallets of letter size 25% rag bond are involved at this location per contract period. The contractor must adhere to these requirements, including provision of the wood pallet. Attempted deliveries on sub-standard pallets of unacceptable strength to any location by any contractor will be refused.

(2) the Tower Building at 323 Center Street, home to multiple State agencies, prohibits full pallet loads from being brought into the building to prevent damage to the marble flooring. Pallets must be broken outside and individual carton loads hand trucked into the lobby and loaded onto the elevator. These restrictions may result in a delivery surcharge by contractors, see "Special Inside Delivery Surcharges", page 10.

### K. RE-STOCKING FEES and LIABILITY OF AGENCIES:

RESTOCKING FEES: Users of this contract are advised that returned orders may be subject to a re-stocking fee of

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varying amounts which may be passed from the mill to the paper distributor. This charge, at the option of the contractor, may be applied to those orders for papers which are returned to the mill. The re-stocking fee will be limited to 20% of the invoice amount for the returned item or a maximum of \$1,000 (not including original transportation costs and sales tax.) Agencies are advised to carefully check item descriptions to avoid incurring re-stocking fees.

### L. DELIVERY REQUIREMENTS/DELIVERY RESTRICTIONS/SURCHARGES:

All prices bid shall include "Normal inside delivery" F.O.B. point of destination (ship to address on purchase order) as specified by ordering agency. Deliveries, after receipt of the purchase order, shall be as follows:

VIRGIN AND RECYCLED PAPER: (All sections)

UP TO 199 cartons: 10 working days after receipt of purchase order  
200 - 880 cartons : 20 working days after receipt of purchase order

In the event conditions of paper availability on an industry level change during the contract period, the Office of State Procurement will give consideration to vendor requests for additional delivery time.

F.O.B. delivery is limited to ONE ADDRESS PER PURCHASE ORDER TO A DELIVERY LOCATION WHICH MEETS THE "Normal inside delivery" definition stated below. Exceptions to this definition are subject to delivery surcharges by the contractor to be added to invoice

### NORMAL INSIDE DELIVERY DEFINITION:

Unit prices bid include at no additional charge the contractor providing "normal inside delivery" service. Normal inside delivery is defined on this contract as " delivery to a building with an accessible dock, then inside the building by the driver to one specific room or area designated on the purchase order with that area being accessible by the use of material handling equipment and, if full pallets are involved, without breaking pallet load to handtruck deliver individual cartons ."

Delivery locations falling in the perimeters of this definition will not be subject to delivery surcharges. The contractor will assess and determine on an individual basis if the delivery location qualifies for the "free" normal inside delivery service. Exceptions will be noted and the delivery location notified and apprised of "special inside delivery" surcharges. The surcharge may vary with the amount of special handling and labor involved.

### SPECIAL INSIDE DELIVERY" DEFINITION/SURCHARGES:

Exceptions which disqualifies a delivery location for "normal inside delivery" and may incur special delivery surcharges include: facilities which preclude delivery of full pallet loads necessitating delivery personnel to break pallets and handtruck in cartons, delivery requiring use of a freight or other elevator which prohibit the use of pallet jacks or normal material handling equipment because of elevator size or possible damage regulations pertaining to the building, floor, or elevator, delivery required to multiple areas, floors, buildings or addresses, deliveries requiring opening cartons and stacking reams on shelves, requests for the driver to stock goods in areas where the use of conventional material handling equipment is not feasible or requests for cartons to be carried up flights of stairs in buildings where an elevator cannot be utilized that will carry full pallets.

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Agencies requesting "special delivery services" may be subject to a surcharge from the vendor determined on a case by case basis. Agencies requiring special services are advised by the Office of State Procurement to request a surcharge estimate from the vendor prior to purchase order submission. It will be the option of the contractor to provide the service and ascertain a surcharge for agency approval prior to attempted delivery. If an agency refuses a delivery due to special inside delivery surcharges, the agency may be held liable for a re-delivery fee, if applicable. Contractors will insure adherence to fair market or industry standard surcharge rates and the Office of State Procurement will routinely monitor surcharge rates for this contract.

### M. MISCELLANEOUS CHARGES/ALLOWANCES:

1. Prior to any work being performed under this contract that will result in additional costs, written authorization must be obtained from the Office of State Procurement.
2. Any other costs incurred in production and not provided for in these instructions and specifications may be invoiced at "fair market" price as established by the Office of State Procurement. However, any additional costs incurred after contract award will not be used in determining the low bid. These costs may include, but are not limited to, halftones, author's alterations, extra composition, overruns, or any other unforeseen costs.

### N. LIQUIDATED DAMAGES OR PENALTY:

1. All commodities furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.
2. Liquidated damages imposed by the State against the contractor for failure to meet delivery schedule will be one percent (1%) of the invoice amount for each working day beyond the specified delivery time. The contractor shall be relieved of delays due to causes beyond his control such as acts of God, national emergency, strikes or fire. The Office of State Procurement will assess penalties for late delivery in all cases except those approved by the Office of State Procurement that relate to causes beyond the contractor's control. The contractor must notify in writing, on a timely basis, the Office of State Procurement of such developments stating reason, justification and extent of delay. Other liquidated damages provided for in this contract must be verified and approved in writing by the Office of State Procurement prior to application by the ordering agency.
3. When the time does not allow for reprinting or reordering, acceptance of an inferior commodity may result in a liquidated damage of up to 20% of the invoice price or \$500 whichever is smaller.

### OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.

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2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

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13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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